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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
MIDLAND DIVISION**

IN RE:	§	CASE NO. 15-70148-RBK-7
	§	
MIGUEL ANGEL RAMOS AND	§	
TRACY EVERETT RAMOS,	§	
DEBTORS	§	

**ALLY FINANCIAL SERVICED BY ALLY SERVICING LLC'S
MOTION FOR RELIEF FROM AUTOMATIC STAY AGAINST
PROPERTY AND WAIVER OF 30 DAY REQUIREMENT**

THIS PLEADING REQUESTS RELIEF THAT MAY BE ADVERSE TO YOUR INTERESTS.

IF NO TIMELY RESPONSE IS FILED WITHIN FOURTEEN (14) DAYS FROM THE DATE OF SERVICE, NO HEARING WILL BE HELD AND THE RELIEF REQUESTED IN THE MOTION WILL BE GRANTED WITHOUT A HEARING BEING HELD. A TIMELY FILED RESPONSE IS NECESSARY FOR A HEARING TO BE HELD.

TO THE HONORABLE JUDGE OF SAID BANKRUPTCY COURT:

NOW COMES Ally Financial serviced by Ally Servicing LLC ("Ally") and files this Motion for Relief from Automatic Stay, and in support hereof would show the Court as follows:

I.

This is a motion under Bankruptcy Rule 4001 seeking relief under Section 362 of the Bankruptcy Code.

II.

Ally is qualified to do business within the State of Texas. Miguel Angel Ramos and Tracy Everett Ramos are the Debtors in the above-referenced Chapter 7 proceeding, and Randolph N. Osherow is the Chapter 7 Trustee.

III.

Ally is the holder of a secured claim against Tracy Everett Ramos, one of the Debtors, in the amount of \$45,128.87, which is the payoff amount as of October 26, 2015 due and owing on that certain Retail Installment Sale Contract (the "Contract") dated May 21, 2013, executed by Tracy Everett Ramos in connection with the purchase of a 2012 Dodge Ram Truck, vehicle identification number 3C7WDLFL1CG340102 (the "Collateral"). A true and correct copy of the Contract is attached hereto as Exhibit "A" and incorporated herein by reference. Ally has and owns a valid purchase money first lien on the Collateral pursuant to the terms of the Contract. Said lien has been duly perfected by notation thereof on the Certificate of Title thereto. A true and correct copy of an Electronic Title Document is attached hereto as Exhibit "B" and incorporated herein by reference.

IV.

Default has occurred under the terms of the Contract. Specifically, monthly installments under the terms of the Contract are past-due for the months of June 5, 2015 through October 5, 2015. The total amount of the delinquent installments is \$6,392.57. Another monthly installment will become due and payable on November 5, 2015. In addition, Ally has been unable to verify insurance coverage upon the Collateral.

V.

Randolph N. Osherow, Trustee, is named as a party herein so that he can assert any interest he might claim as Trustee in the Collateral.

VI.

Ally would show the Court that pursuant to Section 362(d)(1) of the Bankruptcy Code, it is entitled to relief from the automatic stay for cause, such cause including but not limited to the following:

1. Default has occurred under the terms of the Contract.
2. The Debtors have failed to maintain insurance on the Collateral.
3. The Debtors intend to surrender the Collateral and in fact has turned over possession of the Collateral to Ally.

VII.

Ally would further show the Court that, pursuant to Section 362(d)(2) of the Bankruptcy Code, it is entitled to relief from the automatic stay because the Debtors do not have an equity in the Collateral, and the Collateral is not necessary to an effective reorganization. As stated above, the payoff amount of the indebtedness secured by the Collateral is \$45,128.87. According to the NADA Official Used Car Guide dated October 26, 2015, the Collateral has a retail value of \$32,475.00.

VIII.

Ally requests that the stay imposed by FRBP 4001(a)(3) be waived.

WHEREUPON, Ally requests that the automatic stay be modified, terminated, annulled or lifted to permit Ally to repossess, and foreclose its security interest in, the Collateral. Ally further prays that the stay imposed by FRBP 4001(a)(3) be waived, for such other and further relief to which it may show itself justly entitled.

Respectfully submitted,

/s/ James R. Gravley

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ATTORNEY FOR ALLY

CERTIFICATE OF SERVICE

I certify that a true and correct copy of Ally's Motion for Relief from Automatic Stay was mailed the 2nd day of November, 2015, to the following:

Miguel Angel Ramos and
Tracy Everett Ramos
P.O. Box 355
Rankin, Texas 79778

Alvaro Martinez, Jr.
Attorney at Law
1703 N. Big Spring
Midland, Texas 79701

Randolph N. Osherow
Chapter 7 Trustee
342 W. Woodlawn, Suite 100
San Antonio, Texas 78212

U.S. Trustee
1100 Commerce Street, Room 976
Dallas, Texas 75242

BMW Financial Services, NA, LLC
Ascension Capital Group
P.O. Box 201347
Arlington, Texas 76006

Signed this 2nd day of November, 2015.

/s/ James R. Gravley

James R. Gravley

I further certify that I have verified through PACER that no parties had filed an appearance or requested notice other than those listed above.

SIGNED the 2nd day of November, 2015.

/s/ James R. Gravley

James R. Gravley

CERTIFICATE OF CONFERENCE

I hereby certify that, on October 30, 2015, I attempted to confer by telephone with Alvaro Martinez, Jr., Debtors' attorney, in a good faith attempt to resolve the issues set forth in the foregoing Motion, but was unable to reach Mr. Martinez.

SIGNED the 2nd day of November, 2015.

/s/ James R. Gravley

James R. Gravley

SUMMARY OF EXHIBITS

Exhibit "A": A true and correct copy of the Contract dated May 21, 2014, executed by Tracy Everett Ramos, one of the Debtors.

Exhibit "B": A true and correct copy of the Title Document regarding the 2012 Dodge Ram Truck, vehicle identification number 3C7WDLFL1CG340102 (the "Collateral").